

THE HONOURABLE SRI JUSTICE S.ANANDA REDDY

WRIT PETITION NO. 19639 OF 2007

DATED: 14-09-2007

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BETWEEN:

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P.V.Kameswara Rao,
S/o. Venkata Subbaiah

...Petitioner

and

The APSRTC, rep.by its Vice Chairman &
Managing Director, Bus Bhavan,
Musheerabad, Hyderabad and three others

...Respondents

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WRIT PETITION NO. 19639 OF 2007

ORDER:

This writ petition is filed by the petitioner who is stated to be a successful bidder for the leasehold rights of an accommodation in the RTC main bus stand, Nellore for running a canteen.

2. It is stated that the petitioner was originally a successful tenderer in the year 2001. After the initial period of the lease, it was further extended for another period of three years by proportionately increasing the quantum of rental or fees payable by the petitioner and ultimately the said term of lease comes to an end by 30-08-2007. It is stated that though the petitioner made a representation seeking further extension of the lease, without considering the said representation, a tender notice was issued on 08-06-2007 to conduct fresh auction by receiving tenders. Therefore, the petitioner filed a writ petition No.18192 of 2007

before this Court, which according to the petitioner was disposed of by directing the respondents to dispose of his representation and till the disposal of the said representation, he should be allowed to continue. Basing on that the petitioner is stated to have paid the rentals or license fee payable for the month of September 2007. But, however the said representation was disposed of by an order dated 05-09-2007, which is stated to have been communicated to the petitioner on 12-09-2007, rejecting his claim for renewal and at the same time in the auction, the 4th respondent stood as the highest bidder giving his offer for Rs.1,62,100/- as license fee per month as against Rs.1,53,900/- offered by the petitioner. Since the fourth respondent was the highest bidder, it is stated by the petitioner that he was called for further negotiations and the leasehold rights were granted in favour of the 4th respondent for the monthly license fee of Rs.1,62,500/- which was the figure agreed to by the fourth respondent in the negotiations. Aggrieved by that the present writ petition is filed.

3. Learned counsel for the petitioner contended that the respondents ought to have invited the petitioner also for negotiations, in fact, the petitioner offered to pay the amount of license fee, which the fourth respondent had offered. But, however the respondents have declined to consider the claim of the petitioner. He further contended that though the order passed by this Court disposing of his representation was served on 12-09-2007, immediately thereafter the premises was sought to be taken possession by the respondents for handing over the same to the new licensee, even though the petitioner has paid the rental in full for the month of September 2007. Therefore, the petitioner ought to have been continued at least till the end of the month, for which period he has already paid the rent.

4. Learned standing counsel for the respondents on the other hand represented that possession has already been delivered to the Corporation by the manager of the petitioner even otherwise also the premises has been symbolically delivered to the 4th respondent, who is entitled to run the canteen. It is also stated that the term of the petitioner has already been over by 30-08-2007 itself. But, however, by virtue of the orders of this Court, he was allowed to continue till the disposal of his representation as well as the service of the said order till 12-09-2007. Therefore, sought for dismissal of the writ petition.

5. Heard both sides and considered the material on record.

6. Admittedly, the petitioner is the present occupant of the premises, wherein he was allowed to continue as successful bidder and his license was renewed by varying the terms of lease or license fee. Finally, the Corporation decided to conduct fresh auction of the leasehold rights. Accordingly, the fresh auction was conducted by the Corporation, where the fourth respondent stood as highest bidder of Rs.1,62,100/- per month as against the offer of Rs.1,52,900/- given by the petitioner. In view of the said higher amount offered by the fourth respondent, he is entitled for grant of lease of license and to run the canteen. The contention of the petitioner is that he made a representation to the respondents stating that he is prepared to pay the amount that was offered by the fourth respondent in which case the petitioner ought to have been allowed to continue as licensee for running the canteen. In addition, it was also stated that the fourth respondent was called for further negotiations and the license fee was increased from Rs.1,62,100/- to Rs.1,62,500/- per month and accordingly, accepting the said offer the Corporation awarded the contract for running the canteen in favour of the fourth respondent. But at the

same time, denied the petitioner from participating in the negotiations. In that view of the matter, it is contended that since the petitioner has already paid the rent in full for the month of September 2007, he should be allowed to continue till the end of the month.

7. These contentions do not deserve any merit. Since the petitioner was not the successful bidder, there is no question of calling him for further negotiations. The respondents however thought fit to call the fourth respondent for further negotiations to increase his bid further, even though he was the highest bidder and the successful bidder. Even with reference to the payment of monthly rent made by the petitioner for the month of September 2007, it was received only as a tentative payment since his representation was not disposed of by the date of payment of the rent as per the directions of this Court, but not with an intention to allow him till the end of the month. Therefore, the petitioner has no right to claim any of the reliefs stated above.

8. Under the above circumstances, the writ petition is devoid of merit and the same is accordingly dismissed. No costs.

S. ANANDA REDDY, J.

Dated: 14-09-2007

Rns